

# EXHIBIT AA

**MARION & ALLEN, P.C.**

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**BY: ROGER K. MARION, ESQ.**

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May 22, 2020

Anthony I. Paronich, Esq.  
Paronich Law  
350 Lincoln Street, Suite 2400  
Hingham, MA 02043

Re: Response to Subpoena Issued in *Mantha v. Quotewizard.com LLC*  
District of Massachusetts Civil Action No. 1:19-cv-12235-LTS

Dear Mr. Paronich:

We represent Plural Marketing Solutions, Inc. and write in response to your Subpoena Duces Tecum dated April 16, 2020 in the above action (the “Subpoena”). Our response is guided by the subpoena, at Exhibit A hereto, and the ruling we received regarding the Subpoena at Exhibit B (the “Ruling”). Our documentary response is at Exhibit C.

Plural Marketing Solutions, Inc. (“Plural”) first objects to the Subpoena and its requests on the following grounds:

1. The Subpoena was not accompanied with evidence that a notice and copy of the Subpoena was served upon all counsel in your action before it was served upon my client. As required by R. 45(a)(4) of the Federal Rules of Civil Procedure.
2. Plural objects that the Subpoena requests that seek information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.
3. Plural objects to each of request to the extent that it seeks information counter to the Ruling. The responses here are guided and limited by the Ruling.
4. Plural objects to each of request to the extent that it is redundant of another request. Documents provided in response to one request are also provided in response to each other request to which it may be responsive.
5. Each response below is set forth notwithstanding and without waiving the above objections.

SPECIFIC RESPONSES AND OBJECTIONS TO  
PLAINTIFF'S NUMBERED REQUESTS

Response to Document Request No. 1

Plural has not located any documents within the scope sought by Request 1 as modified by the Ruling.

Response to Document Request No. 2

Plural has not located any contracts within the scope sought by Request 2 as modified by the Ruling.

Response to Document Request No. 3

Plural further objects that (a) the use of the words “relating to” renders Request 3 so vague and non-specific that it requires speculation to guess what documents it asks for, (b) the request is unreasonable and oppressive burden on the responses to guess at what documents, if any, are responsive to the request, and (c) Request 3 is redundant of Request 4 as it is a subset of Request 4. Notwithstanding and without waiving the objections to this request, the documents served herewith are the only documents located by Plural that it believes may be responsive to Request 3.

Response to Document Request No. 4

Plural further objects that (a) the use of the words “relating to” renders Request 3 so vague and non-specific that it requires speculation to guess what documents it asks for, and (b) the request is unreasonable and oppressive burden on the responses to guess at what documents, if any, are responsive to the request. Notwithstanding and without waiving the objections to this request, the documents served herewith are the only documents located by Plural that it believes may be responsive to Request 4.

Response to Document Request No. 5

Plural further objects that Request 5 is redundant of Request 4 as it is a subset of Request 4. Notwithstanding and without waiving the objections to this request, the documents served herewith are the only documents located by Plural that it believes may be responsive to Request 5.

Response to Document Request No. 6

Plural is not the owner of the website inquired of and does not possess a record of what specific pages thereon were accessible to consumers on August 5, 2019.

Response to Document Request No. 7

Plural is not the owner of the website inquired of and does not possess a record of what specific pages thereon were accessed by Plaintiff on August 5, 2019, other than as may be interpreted from the attached documents.

Response to Document Request No. 8

Plural has not located any documents within the scope sought by Request 8 as modified by the Ruling.

Response to Document Request No. 9

Plural has not located any documents within the scope sought by Request 9, other than as may be interpreted from the attached documents.

Response to Document Request No. 10

Plural provides the attached documents in response to Request 10 as modified by the Ruling.

Response to Document Request No. 11

Plural further objects that (a) the use of the words “relating to” renders Request 11 so vague and non-specific that it requires speculation to guess what documents it asks for, and (b) the request is unreasonable and oppressive burden on the responses to guess at what documents, if any, are responsive to the request. Notwithstanding and without waiving the above objections, Plural has not located any documents within the scope sought by Request 11, other than as may be interpreted from the attached documents.

Response to Document Request No. 12

Plural has not located any documents within the scope sought by Request 12, other than as may be interpreted from the attached documents.

Response to Document Request No. 13


Plural has not located any documents within the scope sought by Request 13, other than as may be interpreted from the attached documents.

Response to Document Request No. 14

Request 14 was deleted by the Ruling.

PLEASE TAKE NOTICE that Plural Marketing Solutions, Inc. reserves the right to supplement this document production if it locates any further responsive documents.

Very truly yours,



Roger K. Marion

# EXHIBIT A

## UNITED STATES DISTRICT COURT

for the

District of Massachusetts

MANTHA

Plaintiff

v.

QUOTEWIZARD.COM, LLC

Defendant

Civil Action No. 1:19-cv-12235-LTS

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS  
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To:

Plural Marketing Solutions, Inc.

c/o CSC

(Name of person to whom this subpoena is directed)

☒ **Production:** **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

See the attached Schedule A.

Place: ELECTRONICALLY TO THE UNDERSIGNED  
COUNSEL or to Guaranteed Subpoena Service  
Union, NJ

Date and Time:  
14 days from receipt.

☐ **Inspection of Premises:** **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:

Date and Time:

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 04/16/2020

CLERK OF COURT

OR

/s/ Anthony I. Paronich

Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party) \_\_\_\_\_  
Plaintiff \_\_\_\_\_, who issues or requests this subpoena, are:

Paronich Law, 350 Lincoln Street, Suite 2400, Hingham, MA 02043, anthony@paronichlaw.com, (508) 221-1510

## Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

**Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)****(c) Place of Compliance.**

**(1) For a Trial, Hearing, or Deposition.** A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
  - (i) is a party or a party's officer; or
  - (ii) is commanded to attend a trial and would not incur substantial expense.

**(2) For Other Discovery.** A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

**(d) Protecting a Person Subject to a Subpoena; Enforcement.**

**(1) Avoiding Undue Burden or Expense; Sanctions.** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

**(2) Command to Produce Materials or Permit Inspection.**

**(A) Appearance Not Required.** A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

**(B) Objections.** A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

**(3) Quashing or Modifying a Subpoena.**

**(A) When Required.** On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

**(B) When Permitted.** To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

**(C) Specifying Conditions as an Alternative.** In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

**(e) Duties in Responding to a Subpoena.**

**(1) Producing Documents or Electronically Stored Information.** These procedures apply to producing documents or electronically stored information:

**(A) Documents.** A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

**(B) Form for Producing Electronically Stored Information Not Specified.** If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

**(C) Electronically Stored Information Produced in Only One Form.** The person responding need not produce the same electronically stored information in more than one form.

**(D) Inaccessible Electronically Stored Information.** The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

**(2) Claiming Privilege or Protection.**

**(A) Information Withheld.** A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

**(B) Information Produced.** If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

**(g) Contempt.**

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

## **SCHEDULE A**

### **INSTRUCTIONS**

1. You are required to search not only for hard copy documents, but for electronically generated, maintained or stored information, including data that exist on your computers' hard drives, on computer servers to which you have access, in email accounts, in text messaging accounts, and all other places in which responsive electronic data may be stored.

2. Where possible, all electronically generated, maintained or stored information should be produced in its native format and in a format compatible to litigation-support databases and review systems. Where possible, such documents should contain searchable text and searchable metadata in a load file format. File fidelity and resolution should not be downgraded; for instance, electronic files should not be printed and then scanned.

### **DEFINITIONS**

1. When used in these Requests, "Defendant" means Quotewizard.com, LLC, including any subsidiaries or affiliated enterprises, and its officers, directors and employees.

2. When used in these Requests, "Plaintiff" means Joseph Mantha.

3. When used in these requests "Revpoint" means RevPoint Media, LLC and includes any subsidiaries or affiliated enterprises, and its officers, directors and employees. This includes, but is not limited to, SnappyAutoInsurance.com and AutoInsureQuotes.com.

4. When used in these Requests, "you" or "your" (or synonyms thereof) means Plural Marketing Solutions, Inc. and includes any subsidiaries or affiliated enterprises, and its officers, directors and employees. This includes, but is not limited to, SnappyAutoInsurance.com and AutoInsureQuotes.com.



5. When used in these Requests, “BlueFlame” means BlueFlame Web Marketing, LLC (“BlueFlame”), and includes any subsidiaries or affiliated enterprises, and its officers, directors and employees. This includes, but is not limited to, SnappyAutoInsurance.com and AutoInsureQuotes.com.

6. Unless otherwise instructed, the requests are seeking documents from January 1, 2018 to the present.

### **REQUESTS**

**Request No. 1:** Produce documents sufficient to identify and describe your relationship with the Defendant, BlueFlame, RevPoint Media, SnappyAutoinsurance.com or AutoInsurQuotes.com

**Request No. 2:** Produce any contract you may have with the Defendant, BlueFlame, RevPoint, SnappyAutoinsurance.com or AutoInsurQuotes.com, or any entity that owns or controls these entities.

**Request No. 3:** Produce all documents relating to the contention that the Plaintiff provided his prior express consent to receive telemarketing phone calls or texts from or on behalf of the Defendant.

**Request No. 4:** Produce all documents relating to the contention that the Plaintiff provided his prior express consent to receive telemarketing phone calls or texts from anyone.

**Request No. 5:** If you contend the Plaintiff consented to receive telemarketing texts or calls from the Defendant, or any other person or entity, produce all documents that evidence such claim.

**Request No. 6:** Produce all screen shots of internet web pages a consumer could access on the web site [www.snappyautoinsurance.com](http://www.snappyautoinsurance.com) on or about August 5, 2019.

**Request No. 7:** If you contend the Plaintiff consented to receive telemarketing texts or calls by visiting [www.snappyautoinsurance.com](http://www.snappyautoinsurance.com) on or about August 5, 2019, produce all screen shots of web pages allegedly accessed by the Plaintiff.

**Request No. 8:** Produce all documents that evidence any connection whatsoever to [www.snappyautoinsurance.com](http://www.snappyautoinsurance.com) and Defendant.

**Request No. 9:** Produce all documents that evidence the disclosure to consumers of the name of the Defendant anywhere on the web sites of SnappyAutoinsurance.com or AutoInsurQuotes.com, on August 5, 2019, or at any time.

**Request No. 10:** Produce all documents that evidence the disclosures to consumers mandated by the TCPA and the E-Sign Act, 15 U.S.C. §§ 7001, *et seq.* See 27 FCC Rcd. 1830, 1844 ¶¶33-34; 47 C.F.R. § 64.1200(f)(8); on the web sites of SnappyAutoinsurance.com or AutoInsurQuotes.com, on August 5, 2019, or at any time.

**Request No. 11:** Produce all documents relating or referring to the phone number (508) 353-9690 providing their consent to receive telemarketing texts of phone calls from any website.

**Request No. 12:** Produce all documents that refer to the IP address 96.242.132.28.

**Request No. 13:** To the extent that anyone claims that they obtained permission from Plaintiff to receive telemarketing texts or phone calls via any website including but not limited to [www.snappyautoinsurance.com](http://www.snappyautoinsurance.com):

A. Produce documents that identify those website(s) and the specific page(s) on those website(s) that you claim constitute consent or permission.

B. For any website identified in response to the prior request, produce all access, server and error logs and security and fraud alerts during the period you claim visits to that website constituted consent or permission to contact Plaintiff.

C. Produce all documents that identify the referring URL from which the Plaintiff purportedly came to your website.

D. Produce documents that identify the website host(s) for any website responsive to any of the foregoing and the dates each host was active for each respective website.

E. Produce all documents that evidence the mention the name of the Defendant on any of these web sites, including but not limited to [www.snappyautoinsurance.com](http://www.snappyautoinsurance.com) .

**Request No. 14:** Produce all communications with any third party concerning the litigation captioned on the subpoena.

# **EXHIBIT B**

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

JOSEPH MANTHA, on behalf of himself and all others similarly situated,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Civil No. 19-12235-LTS
	)	
QUOTEWIZARD.COM, LLC,	)	
	)	
Defendant.	)	

ORDER ON PENDING DISCOVERY DISPUTES (DOC. NO. 43)

May 20, 2020

SOROKIN, J.

Several discovery disputes regarding non-party subpoenas are pending as set forth in the status report filed by the parties (Doc. No. 43) at the direction of the Court in lieu of motion practice. The Court appreciates the parties' succinct and helpful presentation of the issues.

Requests 1 and 2 are directed to contracts and other documents describing the relationships among AutoInsurQuotes.com, SnappyAutoinsurance.com, the other entities identified, and any entities that own or control the identified entities. As drafted, the requests are overbroad. The Court limits these requests to contracts among the identified entities sufficient to determine whether AutoInsurQuotes.com was a "marketing partner" of Defendant on August 5, 2019. The contractual agreements are within the scope of discovery, though Defendant may redact prices or rates (e.g. BLANK fee per lead) as well as other confidential business information. The contracts may only be used in this case and may be designated for attorneys, experts and staff only.

Request 8 is directed to all documents that evidence any connection whatsoever to www.snappyautoinsurance.com and Defendant. As drafted, the request is overbroad. The Court

limits the request to the relationship between QuoteWizard and www.snappyautoinsurance.com on August 5, 2019 with respect to Plaintiff's individual claim, and as it relates to QuoteWizard's defense of consent.

The Court limits Request 10 to (1) the disclosures given to Plaintiff on August 5, 2019, but encompassing all such disclosures made; and (2) the disclosures that would have been provided to a hypothetical consumer on snappyAutoinsurance.com or AutoInsurQuotes.com on August 5, 2019 who first came to either of these websites on that date and tendered the consent QuoteWizard asserts Plaintiff tendered.

Request 14 is DENIED WITHOUT PREJUDICE as Plaintiff has not explained the purpose or basis for the request.

In the unlikely event that the subpoenaed non-parties have already produced documents beyond those permitted by this ruling, Plaintiff shall not review the documents produced, shall notify Defendant, and the parties shall devise a reasonable procedure limiting disclosures to those permitted by the Court's rulings.

Plaintiff also raises an issue upon which the Court reserved at the Rule 16 conference. Plaintiff may obtain discovery as to the texts made by or on behalf of QuoteWizard to Plaintiff between August 5 and 13, 2019.

In all other respects, the Requests are DENIED.

SO ORDERED.

/s/ Leo T. Sorokin  
Leo T. Sorokin  
United States District Judge

# **EXHIBIT C**

**Original Source Lead Generator**

Snappyautoinsurance.com

Adam Brown - [adamb11480](#) [REDACTED] (Owner of the site)

**Applicant TCPA Audit**

Applicant First Name : Joe

Applicant Last Name : Mantha

Applicant Address : [REDACTED]

Applicant City : Rutland

Applicant State : MA

Applicant ZIP : 01543

Applicant Country : United States

Applicant Phone : 508353 [REDACTED]

Applicant Phone Type : Mobile / Wireless

Applicant Phone Provider : New Cingular Wireless Pcs, Llc - Dc

Applicant Phone Location : Massachusetts

Applicant Phone DNC Status : NOT LISTED AS DNC

Applicant Email Address : [jmantha7](#) [REDACTED]

Applicant Email Provider : YAHOO

Applicant Email Status : VALID / CONFIRMED

Applicant IP Address : 96.242.1 [REDACTED]

Applicant IP Address ISP : VERIZON

Applicant IP Location : Morristown / New Jersey

Applicant IP Address Coordinates : 40.796770, -74.481540 (40°47'48"N 74°28'54"W)

Source of application : <http://snappyautoinsurance.com>

Date of application : 6/26/2019 / 12:01AM

Applicant agreed to receive promotional emails / calls / texts / postal mails from third parties regarding his auto insurance application.



**SnappyAutoInsurance**.com

Call **1-888-920-8495**  
for your Instant Quote now

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Terms of Use

The following terms and conditions ("Terms and Conditions") govern the use of SnappyAutoInsurance.com Web site (the "Site"). The Site is provided by SnappyAutoInsurance.com (the "Site Proprietor" or "we"). If you do not agree to these Terms and Conditions, DO NOT access or otherwise use the Site. BY USING THIS SITE, YOU ACCEPT AND AGREE TO ALL TERMS AND CONDITIONS AS APPLIED TO YOUR USE OF THIS SITE. From time to time we may change Terms and Conditions and at any time without notice to you, by posting such changes on the Site. By using the Site you agree to be bound by any such modifications to the Terms and Conditions.

You may only use the Site if you are domiciled in the United States and you are 18 years old or older.

SERVICES AVAILABLE ON THE SITE

The purpose of the Site is to provide consumers with ability to receive comparative insurance quotations from the nationwide network of insurance agents, brokers and other licensed insurance providers (Providers), based on the information you have provided. Each Provider may have one or numerous companies with which they will provide you with the most competitive quote. Once you have provided us with the information needed, by sufficiently completing an appropriate online form, we will refer that information to Providers which then may contact you directly if they are able to provide you with a quotation for insurance coverage. From time to time these Providers may ask for additional information they may need to obtain an accurate quote. By comparing up to five most competitive quotes received from up to three Provides, you will be able to select most competitive quotes offered by thousands of insurance companies. In the event that we do not have sufficient participation on our network in your area, you may receive less than five offers.

We are not an insurance company and do not issue insurance contracts or bind coverage. We do not endorse or recommend any companies or insurance policies and we do not provide insurance, tax or financial advice. We do not guarantee that any of the insurance agents, brokers and/or companies to whom we may forward your information will contact you or agree to provide you coverage. We are not responsible in any way, for the conduct of the insurance agents, brokers or companies to whom we forward your insurance quotation requests. If you need personal advice, explanation of coverage, assessment of needs or specific policy recommendations, consult with a Licensed insurance agent, broker, or other qualified professional. We reserve all the rights to our Site contents, and may at our discretion change the contents of the Site, or restrict access to certain sections of the Site, or to discontinue any aspect of the Site, including, but not limited to content, features, hours of availability, without notice or penalty.

THERE IS NO CHARGE TO YOU FOR USE OF THE SITE.

USER INFORMATION

While using the Site, you may be asked to provide, or choose to provide on your own, information (hereinafter "User Information"). The User Information you submit to us in order to receive insurance quotations and not in any other manner. Our information collection and use policies with respect to the privacy of personal information, with the exception of testimonials, which may be used to advertise our Site, are set forth in our Privacy Policy section, which is incorporated herein by reference for all purposes. Please read our Privacy Policy before submitting your User Information. You acknowledge and agree that you are solely responsible for the accuracy and content of the User Information. We will not display, disclose, sell, refer, share or otherwise give access to your personal private User Information, except as for the purpose of providing insurance quotation as set forth in the Term and Conditions of this Agreement. We reserve the right to refuse to post or to remove any User Information, in whole or in part, that, in our sole view, are unlawful, unacceptable, undesirable, inappropriate or is in violation of these Terms and Conditions.

3. "For Providers" Section. By registering and receiving User Information Provider agreed to adhere to the same Privacy Policy as we do, with regards to the User Information referred to you by us for the expressed purpose of providing insurance quotations. Provider agreed to delete, all user information received, after the contact with the User is established and used for appropriate purpose as set forth in the body of this Agreement, except for information stored in connection with the purchase of insurance policy sold as a result of our referrals.
4. Proprietary Rights. Any and all content, code, data or materials of the Site used by you does not grant to you ownership on the Site and is owned by the Site Proprietor, which owns solely and exclusively, including but limited to, all rights, title interest, graphics, data, the look and feel, design and organization of the Site, and the compilation of the content, code, data and materials on the Site, including but not limited to all intellectual property and proprietary rights therein. Your rights are limited to viewing the content on the Site on your internet-compatible device and make single copies or prints of the content on the User Information displayed for your use it for solely for the purpose it was sent to you, and not for other commercial use. To use copy, reproduce, distribute or exploit any content, code, data or materials on the Site otherwise, may be in violation of copyright and other laws of the United States, as well as applicable state laws for such unauthorized use. Our trade name, trademarks, service marks and logo are copyright protected and are not to be used, copied or reproduced by anyone without the expressed and signed written agreement. Any third party's marks, logos etc., which may appear on the Site are the property of their respective owners and cannot be used without their written consent.
5. User agree that, the User Information referred to you by this Site shall not be used in any way other than intended. Your conduct with regards to persons who's information you received for the above expressed purpose shall not be used in unlawful, threatening, harassing, tortuous, defamatory, vulgar, obscene, libelous, deceptive, fraudulent way. No material should be posted or transmitted to the Site that contain explicit, or graphic depictions of accounts of sexual nature (including language of a violent or threatening nature directed at another individual or group of individuals). Any act toward a any person, who's information was obtained through this Site, including invasive, or hateful, behavior, or conduct, would constitute a criminal offense or give rise to criminal and civil liability. Any transmission to our Site or to a referred by the Site individual's computer, that contain a virus or other harmful component, or false or misleading indications or statements of fact, will serve as cause of actions (including, but not limited to) immediate termination of the Provider relationships.
6. You also warrant and agree that you shall not: engage in spamming, flooding, harvesting of e-mail addresses or other personal information, "database spidering," or any other activity with the purpose other than expressed and agree to, or send chain letters. You agree that you will not use the Site in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site.
7. You agree to defend, indemnify and hold the Site Proprietor and its directors, officers, employees, agents and affiliates harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising in any way from your misuse of the Site, your placement or transmission of any message, content, information, software or other materials through the Site, or your breach or violation of the law or of these Terms and Conditions.
8. Account and Password. When you established an account on the Site we may issue a password with a user name to be kept in strict confidentiality. You are responsible for all and any activity on your account and password. You shall immediately notify us of any unauthorized use of your password or account and be sure to exit from your account at the end of each login. It is your responsibility to control access to and use of your account and safekeeping of password and dissemination to other providers in your office who way access under your account name and password. We will not be responsible or liable for any loss or damage arising from your failure to comply with this provision.
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10. Laws. The Terms and Conditions and the relationship between you and us shall be governed by the laws of the State of Florida without regard to any conflict of legal provisions. You agree that any use of action that may arise under the Terms and Conditions shall be commenced and be heard in the appropriate court in the State of Florida and submit to the personal and exclusive jurisdiction of the courts located within the State of Florida. Our failure to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of the Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to consider the parties' intentions as hereby reflected in the provision the Terms and Conditions, and other unaffected provisions to remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action by you arising out of or related to use of the Site or the Terms and Conditions must be filed by you within one (1) year after such claim or cause of action arose or be barred forever.

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Privacy Policy

The following sets forth the policies for the collection and use of personally identifiable information ("Information") by SnappyAutoInsurance.com in connection with its operation of this website (the "Site"). SnappyAutoInsurance.com takes its obligations regarding privacy very seriously, and it wants to ensure users are fully informed about the Information they are providing to it.

Collection of Information.

In connection with the Site, SnappyAutoInsurance.com may collect Information in the following ways:

- Through registration forms filled out by a user on the Site
- Through Information provided by a user in connection with the purchase of products or services on the Site
- Through the maintenance and analysis of Web server logs
- Via e-mail sent by a user to SnappyAutoInsurance.com
- Through the use by SnappyAutoInsurance.com of third-party databases from which user Information is extracted and combined with Information obtained by SnappyAutoInsurance.com through other means.

SnappyAutoInsurance.com may also collect non-personally identifiable information from users via "cookies" (small text files placed by SnappyAutoInsurance.com on user computers), single-pixel GIF image files (also called "Web beacons"), Web server log analysis and other similar technological means. Such non-personally identifiable information may be used to track site trends and enhance the user experience, and may be shared with third parties.

To the extent third parties may place advertising on the Site, such third parties may utilize cookies or other technological means within the advertising to collect and utilize non-personally identifiable information. SnappyAutoInsurance.com is not responsible for information collected by third parties in this manner, nor for the collection or use of Information by other sites to which the Site is linked.

Types of Information Collected by SnappyAutoInsurance.com

The following types of Information about a user are among those that may be collected by SnappyAutoInsurance.com in connection with the Site:

- Name
- Postal address
- E-mail address
- Telephone number
- Cellular telephone number
- IP Address
- Referring site
- Other technical information collected by the Site's servers.
- Credit Rating
- Product Interests
- User Preferences

No Collection of Information from Children.

The Site is not intended for users under the age of 18, nor does SnappyAutoInsurance.com knowingly collect or retain Information in connection with the Site from children under the age of 13.

Use of Information.

SnappyAutoInsurance.com may use Information collected in connection with the Site in the following ways:

- To provide requested information, products and services to users
- To improve the user experience with the Site
- In connection with the operation of the Site and BlueFlame Web Marketing LLC internal business
- In connection with other Sites or offline businesses owned or operated by SnappyAutoInsurance.com
- To contact users about products and services offered by SnappyAutoInsurance.com as well as selected third parties.
- To provide to third parties for data processing in relation to services or information requested by users
- To provide to third parties whose products and services have been requested by users
- To contact users about products and services offered by Snappyautoinsurance.com as well as selected third parties.
- To provide to third parties for data processing in relation to services or information requested by users
- To provide to third parties whose products and services have been requested by users
- Your email address will only be shared with our mailing partners for the purpose of sending third party email communications.
- BlueFlame Web Marketing LLC may provide your Information to trusted third parties, including but not limited to selected third party marketers and vendors as well as third party contractors providing services to BlueFlame Web Marketing LLC for the operation of the Site and its business, communication services and fulfillment of orders. However, your email address will only be shared with our mailing partners for the purpose of sending third party email communications. BlueFlame Web Marketing LLC will use commercially reasonable efforts to limit use of the Information by such third parties to the specific uses set forth above. BlueFlame Web Marketing LLC also utilizes electronic and physical security to reduce the risk of improper access to or manipulation of Information during transmission and storage, but cannot guarantee the security or integrity of the Information. BlueFlame Web Marketing LLC may also disclose Information when it determines it is necessary to comply with applicable laws or regulations or protect the interests or safety of BlueFlame Web Marketing LLC, its customers, or other visitors to the Site.

In order to do the foregoing, SnappyAutoInsurance.com may provide your Information to trusted third parties, including but not limited to selected third party marketers and vendors as well as third party contractors providing services to SnappyAutoInsurance.com for the operation of the Site and its business, communication services and fulfillment of orders. SnappyAutoInsurance.com will use commercially reasonable efforts to limit use of the Information by such third parties to the specific uses set forth above. SnappyAutoInsurance.com also utilizes electronic and physical security to reduce the risk of improper access to or manipulation of Information during transmission and storage, but cannot guarantee the security or integrity of the Information. SnappyAutoInsurance.com may also disclose Information when it determines it is necessary to comply with applicable laws or regulations or protect the interests or safety of 60secondinsurance.com, its customers, or other visitors to the Site.

Access to Information.

SnappyAutoInsurance.com reserves the right to revise and update this Privacy Policy at any time. Any such revisions will be effective on the date of posting to the Site, and will apply to all information collected by SnappyAutoInsurance.com both prior to and following the effective date. Your use of the Site following any such revisions will be deemed your acceptance of such revisions. Users should periodically visit this page to review the current policies with regard to Information.

Opting Out from Offers from SnappyAutoInsurance.com

At any time, a user may opt out from receiving future offers from SnappyAutoInsurance.com by following the instructions contained within each marketing communication. Such opting out will not apply to any communications from third parties to whom SnappyAutoInsurance.com may have provided Information regarding the user. Third parties use of the Information is subject to such parties own privacy policies, for which SnappyAutoInsurance.com shall not be responsible.

Your California Privacy Rights.

Beginning on January 1, 2005, California Civil Code Section 1798.83 permits customers of SnappyAutoInsurance.com who are California residents to request certain information regarding SnappyAutoInsurance.com disclosure of personal information for their direct marketing purposes. To make such a request, please write to: SnappyAutoInsurance.com 9691 Arbor Oaks Unit #302 Boca Raton Florida 33426 Within thirty days of receiving such a request, SnappyAutoInsurance.com will provide a list of the categories of personal information disclosed to third parties for third-party direct marketing purposes during the immediately preceding calendar year, along with the names and addresses of these third parties. This request may be made no more than once per calendar year. SnappyAutoInsurance.com reserves its right not to respond to requests submitted other than to the address specified in this paragraph.

Policy Last Revised: August 1, 2013

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